

EXHIBIT “F”

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L.L.C.; and MAGNOLIA HI-FI, LLC

15
16 **UNITED STATES DISTRICT COURT**
17 **NORTHERN DISTRICT OF CALIFORNIA**
18 **SAN FRANCISCO DIVISION**

19 IN RE: CATHODE RAY TUBE (CRT)
20 ANTITRUST LITIGATION

Master File No. 3:07-cv-05944-SC
MDL No. 1917

21 This Document Relates To:
22 ALL ACTIONS.

THE HONORABLE SAMUEL CONTI

23 **BEST BUY'S RESPONSES AND**
24 **OBJECTIONS TO DEFENDANTS' FRCP**
RULE 30(B)(6) DEPOSITION NOTICE

Pursuant to Rules 26 and 30 of the Federal Rules of Civil Procedure, in response to Defendants Panasonic Corporation of North America, MT Picture Display Co., Ltd., and Panasonic Corporation's (f/k/a Matsushita Electric Industrial Co., Ltd) Notice of FRCP Rule 30(b)(6) Deposition served on April 18, 2014 ("Notice"), Plaintiffs Best Buy Co., Inc., Best Buy Purchasing LLC, Best Buy Enterprise Services, Inc., Best Buy Stores, L.P., Bestbuy.com, LLC, and Magnolia Hi-Fi, LLC. (collectively "Best Buy") hereby set forth their responses and objections, as follows:

GENERAL OBJECTIONS

Best Buy asserts and incorporates by reference the following General Objections to each deposition topic. Reference to these General Objections in any specific topic shall not waive or otherwise limit the applicability of these General Objections to each and every topic.

1. Best Buy construes the Notice as served on behalf of all defendants named in the Complaint ("Defendants") and responds and objects accordingly.

2. Best Buy objects to Defendants' "Definitions" to the extent that they impose burdens and obligations on Best Buy greater than or different from those authorized under the Federal Rules of Civil Procedure and the Local Rules of this Court, and to the extent they purport to give meanings to words different from their ordinary English meaning or definitions set forth in the applicable statutes or rules.

3. Best Buy objects to each topic to the extent that it calls for testimony or information protected by the attorney-client privilege or that may be protected by any other privilege, such as a joint defense or common interest privilege. Such testimony will not be given. Where the applicability of this General Objection is readily apparent on its face from the text of the topic, Best Buy may also make a specific objection (hereinafter, an objection on the ground of "Privilege") pursuant to this paragraph, although the failure to make such a specific objection shall not be deemed to be a waiver of the General Objection.

4. Best Buy objects to each topic to the extent that it seeks testimony that pertains to work product information or documents prepared by Best Buy or its representatives or in furtherance of any joint defense or common interest in anticipation of litigation or for trial.

1 Testimony pertaining to such information or documents will not be given. Where the applicability
2 of this General Objection is readily apparent on its face from the text of the topic, Best Buy may
3 also make a specific objection (hereinafter, an objection on the ground of “Work Product”)
4 pursuant to this paragraph, although the failure to make such a specific objection shall not be
5 deemed to be a waiver of the General Objection.

6 5. Best Buy objects to each topic to the extent that it seeks testimony or information
7 not relevant to the claim or defense of any party to this litigation, or that it is not reasonably
8 calculated to lead to the discovery of admissible evidence. Where the applicability of this General
9 Objection is readily apparent on its face from the text of the topic, Best Buy may also make a
10 specific objection (hereinafter, an objection on the ground of “Relevance” and/or “Overbreadth”)
11 pursuant to this paragraph, although the failure to make such a specific objection shall not be
12 deemed to be a waiver of the General Objection.

13 6. Best Buy objects to each topic to the extent that it seeks testimony or information
14 that is vexatious or unduly burdensome to obtain. Where the applicability of this General
15 Objection is readily apparent on its face from the text of the topic, Best Buy may also make a
16 specific objection (hereinafter, an objection on the ground of “Undue Burden”) pursuant to this
17 paragraph, although the failure to make such a specific objection shall not be deemed to be a
18 waiver of the General Objection.

19 7. Best Buy objects to each topic to the extent that it is ambiguous, vague, and
20 incomprehensible and/or fails to set forth with reasonable particularity the testimony or
21 information requested. Best Buy also objects to each topic as ambiguous, vague, and/or
22 incomprehensible to the extent that it fails to describe with reasonable particularity the matters for
23 examination as required by Fed. R. Civ. P. 30(b)(6). Where the applicability of this General
24 Objection is readily apparent on its face from the text of the topic, Best Buy may also make a
25 specific objection (hereinafter, an objection on the ground of “Vagueness”) pursuant to this
26 paragraph, although the failure to make such a specific objection shall not be deemed to be a
27 waiver of the General Objection.

28 8. Best Buy objects to each topic to the extent that it is overbroad and/or repetitious,

1 and to the extent that it seeks duplicative and/or cumulative testimony or information. Where the
2 applicability of this General Objection is readily apparent on its face from the text of the topic,
3 Best Buy may also make a specific objection (hereinafter, an objection on the ground of
4 “Overbreadth”) pursuant to this paragraph, although the failure to make such a specific objection
5 shall not be deemed to be a waiver of the General Objection.

6 9. Best Buy objects to each topic to the extent that it seeks testimony or information
7 that is private, confidential, trade secret, or proprietary information of itself or third parties. Best
8 Buy agrees to provide such testimony or information, subject to the other objections stated herein,
9 with the consent of or after an agreement has been made with interested third parties, or if such
10 consent or agreement cannot be obtained, after the entry of an order from the Court directing Best
11 Buy to release such information. Where the applicability of this General Objection is readily
12 apparent on its face from the text of the topic, Best Buy may also make a specific objection
13 (hereinafter, an objection on the ground of “Proprietary Information”) pursuant to this paragraph,
14 although the failure to make such a specific objection shall not be deemed to be a waiver of the
15 General Objection.

16 10. Best Buy objects to each topic to the extent that it seeks information that is already
17 in the possession, custody, or control of Defendants and/or their counsel, or to the extent that it
18 seeks information that is available to Defendants from other sources with equivalent ease and
19 expense.

20 11. Best Buy further objects to the extent that the topics call for information that Best
21 Buy does not track or keep in the ordinary course of business, or that is not in Best Buy’s
22 possession, custody, or control.

23 12. Best Buy objects to the extent that any topic prematurely seeks expert testimony
24 and/or contention discovery.

25 13. The fact that Best Buy has objected to or has agreed to provide a witness for a
26 particular topic shall not be interpreted as implying either that supporting documents exist, that
27 Best Buy is aware of any supporting documents or information, or that Best Buy acknowledges
28 the propriety of that topic. Best Buy’s objections or testimony shall not be construed as an

1 admission of the relevance or admissibility of any testimony, or as a waiver of any applicable
2 privilege.

3 14. Any statement during any deposition that Best Buy may produce documents from
4 which the response to a topic may be ascertained does not constitute a representation that Best
5 Buy possesses any such documents or that such documents exist at all, and is not to be construed
6 as an admission with respect to any issue in this action.

7 15. The inadvertent or mistaken disclosure of information subject to the protection of
8 the attorney-client privilege, work-product doctrine or other privilege shall not be deemed to
9 constitute a waiver of such privilege or protection. In the event such inadvertent or mistaken
10 disclosure of information occurs during the deposition, all such inadvertently and/or mistakenly
11 provided testimony or information shall promptly be stricken from the record.

12 16. If any objection below is mistakenly construed as a response, it is subject to all
13 objections as to competence, relevance, materiality, admissibility, or any and all other objections
14 that would require the exclusion of any statement contained herein, including if such statement
15 were made by a witness during deposition or present and testifying in court. All such objections
16 and grounds are reserved and may be interposed in any motion, at any hearing, at any deposition,
17 or at the time of trial.

18 17. Best Buy reserves the right to designate the appropriate witness for each topic and
19 further reserves the right to change the designation of witnesses and/or topics to which they will
20 provide testimony. Best Buy further reserves the right to amend and/or supplement its General
21 and Specific Objections.

22 18. Best Buy objects to the extent that the topics seek testimony regarding CRTs as
23 Best Buy is not making a claim for purchases of CRTs that are not incorporated into CRT
24 Products, and therefore interprets the topics as applying to CRT Products.

25 19. The General and Specific Objections found herein in no way limit the ability of
26 Best Buy's counsel to state objections on the record during the actual taking of the deposition.
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SPECIFIC OBJECTIONS

Topic No. 1

Your overall corporate structure, including, the identification of departments within Best Buy responsible for the purchase, sale, pricing, marketing or distribution of CRTs and/or CRT Finished Products and their functions and the identification of any individuals that had managerial responsibility for the purchase, sale, pricing, marketing or distribution of CRTs and/or CRT Finished Products..

Objection

Best Buy objects on grounds of Undue Burden, Overbreadth and Relevance. Best Buy specifically objects to this topic on the grounds of Overbreadth to the extent this topic is duplicative of Defendants' First Set of Interrogatories. Subject to and without waiving these objections, Best Buy will produce a witness to testify at a general level regarding this topic.

Topic No. 2

The location of Best Buy's purchasing operations for CRT or CRT Finished Products, including the location of price negotiations.

Objection

Best Buy objects to this topic on the grounds of Overbreadth and Undue Burden. Subject to and without waiving these objections, Best Buy will produce a witness to testify at a general level regarding this topic.

Topic No. 3

The identity and general description of the CRTs and/or CRT Finished Products Best Buy purchased, sold, marketed or distributed.

Objection

Best Buy objects to this topic on the grounds of Overbreadth and Undue Burden. Subject to and without waiving these objections, Best Buy will produce a witness to testify at a general level regarding this topic.

1 **Topic No. 4**

2 The identity of the Defendants from whom you purchased CRTs and/or CRT Finished
3 Products, and the general and relative volume of CRTs and/or CRT Finished Products You
4 purchased from them, including any changes over the Relevant Period.

5 **Objection**

6 Best Buy objects on grounds of Undue Burden and Overbreadth, as this information is
7 reflected in Best Buy's transactional data already produced in these proceedings. Best Buy
8 objects to the extent that the topic calls for information that Best Buy does not track or keep in the
9 ordinary course of business. Subject to and without waiving these objections, Best Buy will
10 produce a witness to testify at a general level regarding this topic.

11 **Topic No. 5**

12 The identity of any non-Defendant manufacturers, producers or distributors from whom
13 you purchased CRTs and/or CRT Finished Products, and the general and relative volume of CRTs
14 and/or CRT Finished Products You purchased from them, including any changes over the
15 Relevant Period.

16 **Objection**

17 Best Buy objects on grounds of Undue Burden, and Overbreadth. Best Buy objects to the
18 extent that the topic calls for information that Best Buy does not track or keep in the ordinary
19 course of business. Subject to and without waiving these objections, Best Buy will produce a
20 witness to testify at a general level regarding this topic.

21 **Topic No. 6**

22 Best Buy's purchase or acquisition of CRTs or CRT Finished Products, including: (a)
23 whether Best Buy made any purchases for internal use; (b) whether Best Buy purchased any
24 refurbished products; (c) whether and when Best Buy took physical possession of the purchased
25 CRTs or CRT Finished Products; and (d) whether and when transfer of title to Best Buy occurred.
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1 **Objection**

2 Best Buy objects on grounds of Undue Burden and Overbreadth. Best Buy objects to the
3 extent that the topic calls for information that Best Buy does not track or keep in the ordinary
4 course of business. Subject to and without waiving these objections, Best Buy will produce a
5 witness to testify at a general level regarding this topic.

6 **Topic No. 7**

7 The factors Best Buy considered in determining (a) from which Defendant(s) and/or non-
8 Defendant(s) to purchase CRTs and/or CRT Finished Products, and (b) which CRTs and/or CRT
9 Finished Products to purchase from particular Defendants and non-Defendants.

10 **Objection**

11 Best Buy objects on grounds of Undue Burden and Overbreadth. Subject to and without
12 waiving these objections, Best Buy will produce a witness to testify at a general level regarding
13 this topic.

14 **Topic No. 8**

15 The process by which You negotiated, entered into, approved or ratified purchase
16 agreements or contracts for CRT Finished Products, including: (a) Your policies and practices
17 regarding the negotiation of terms and conditions of such sales contracts; (b) use of standardized
18 sales or purchase contracts; (c) use of "MFN" (Most Favored Nation) or "MFC" (Most Favored
19 Company) clauses or similar price-protection clauses; and (d) the identity and location of
20 documents that relate to the matters specified in this topic.

21 **Objection**

22 Best Buy objects on grounds of Undue Burden and Overbreadth. Subject to and without
23 waiving these objections, Best Buy will produce a witness to testify at a general level regarding
24 this topic.
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1 **Topic No. 9**

2 Your participation in any discounts, promotions, rebates or advertising cooperative
3 programs provided or sponsored by any Defendant or non-Defendant from whom You purchased
4 CRT Finished Products.

5 **Objection**

6 Best Buy objects on grounds of Relevance, Undue Burden and Overbreadth. Best Buy
7 objects to the extent that the topic calls for information that Best Buy does not track or keep in the
8 ordinary course of business. Subject to and without waiving these objections, Best Buy will
9 produce a witness to testify at a general level regarding this topic.

10 **Topic No. 10**

11 Best Buy's sales of CRTs or CRT Finished Products, including any sales by any person or
12 entity purchasing or incorporating such CRTs or CRT Finished Products into other CRT Finished
13 Products on Best Buy's behalf.

14 **Objection**

15 Best Buy objects on grounds of Vagueness, Undue Burden and Overbreadth. Best Buy
16 objects to the extent that the topic calls for information that Best Buy does not track or keep in the
17 ordinary course of business. Subject to and without waiving these objections, Best Buy will
18 produce a witness to testify at a general level regarding this topic.

19 **Topic No. 11**

20 Your policies and practices for setting the price at which You sold CRT Finished Products
21 to Your customers, including consideration or use of the following:

22 (a) commission costs;

23 (b) average costs;

24 (c) why pay prices;

- 1 (d) meet-comping;
- 2
- 3 (e) alternative distribution channels;
- 4
- 5 (f) the percentage of price attributable to CRTs contained in CRT Finished Products sold;
- 6
- 7 (g) any increase of price that Best Buy quoted or charged to any customer that was
- 8 attributable to Best Buy's alleged overpayment of CRTs;
- 9
- 10 (h) below-cost pricing;
- 11
- 12 (i) bundled product or services pricing;
- 13
- 14 (j) most favored nation pricing;
- 15
- 16 (k) sale pricing;
- 17
- 18 (l) market development funds or demo budgets;
- 19
- 20 (m) advertising funds;
- 21
- 22 (n) non-price consideration;
- 23
- 24 (o) loss-leader pricing;
- 25
- 26 (p) early-pay discounts;
- 27
- 28 (q) "min sell prices";
- (r) "closest thing to wholesale" prices;
- (s) builder prices;
- (t) spiffs or spivs; and

1 (u) if and how these policies, procedures, practices, methods, formulas, or factors vary by
2 purchaser.

3 **Objection**

4 Best Buy objects on grounds of Undue Burden and Overbreadth. Best Buy objects to the
5 extent that the topic calls for information that Best Buy does not track or keep in the ordinary
6 course of business. Subject to and without waiving these objections, Best Buy will produce a
7 witness to testify at a general level regarding this topic.

8 **Topic No. 12**

9 How Best Buy's CRT Finished Products were marketed for sale, including whether
10 factors other than price were evidenced in the marketing materials and how the marketing
11 strategy was determined and implemented for the CRT Finished Products sold.

12 **Objection**

13 Best Buy objects on grounds of Undue Burden and Overbreadth. Subject to and without
14 waiving these objections, Best Buy will produce a witness to testify at a general level regarding
15 this topic.

16 **Topic No. 13**

17 Your use of rebates in connection with the sale of CRT Finished Products to Your
18 customers.

19 **Objection**

20 Best Buy objects on grounds of Undue Burden and Overbreadth. Subject to and without
21 waiving these objections, Best Buy will produce a witness to testify at a general level regarding
22 this topic.

23 **Topic No. 14**

24 Other products that Your Company believed were viewed by Your customers as
25 alternatives to CRT Finished Products, including: (a) products other than CRT Finished Products;
26 (b) the reasons that You believe purchasers viewed such products to be alternatives to the CRT
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1 Finished Products You purchased from the Defendants; (c) the extent to which these products had
2 any effect on Your pricing decisions; and (d) the identity and location of Documents that relate to
3 the matters specified in this topic.

4 **Objection**

5 Best Buy objects on grounds of Undue Burden and Overbreadth. Best Buy objects to the
6 extent that the topic calls for information that Best Buy does not track or keep in the ordinary
7 course of business. Subject to and without waiving these objections, Best Buy will produce a
8 witness to testify at a general level regarding this topic.

9 **Topic No. 15**

10 Your policies and practices relating to Your decision to give priority to the promotion,
11 advertising or sale of certain Defendants' CRT Finished Products over other Defendants' CRT
12 Finished Products; to promote Defendants' CRT Finished Products over non-Defendants' CRT
13 Finished Products; or to promote non-Defendants' CRT Finished Products over Defendants' CRT
14 Finished Products.

15 **Objection**

16 Best Buy objects on grounds of Undue Burden and Overbreadth. Best Buy objects as
17 vague as to "give priority to the promotion, advertising or sale" and as to the extent that the topic
18 calls for information that Best Buy does not track or keep in the ordinary course of business.
19 Subject to and without waiving these objections, Best Buy will produce a witness to testify at a
20 general level regarding this topic.

21 **Topic No. 16**

22
23 All contracts or any other agreements relating to CRTs or CRT Finished Products between
24 Best Buy and any entity, including the terms and conditions of any such contracts or agreements,
25 including the scope of the agreement, choice of law, and forum selection.

1 **Objection**

2 Best Buy objects on grounds of Undue Burden, and Overbreadth. Best Buy further objects
3 as vague as to “agreements relating to.” Subject to and without waiving these objections, Best
4 Buy will produce a witness to testify at a general level regarding this topic.

5 **Topic No. 17**

6 Whether the CRTs contained in each of the CRT Finished Products on which Best Buy
7 bases its claims were first shipped-to or billed-to a location outside the United States or inside the
8 United States, and an explanation of how Best Buy made or would make that determination.

9 **Objection**

10 Best Buy objects on grounds of Undue Burden, and Overbreadth. Best Buy objects to the
11 extent that the topic calls for information that Best Buy does not track or keep in the ordinary
12 course of business. Subject to and without waiving these objections, Best Buy will produce a
13 witness to testify at a general level regarding this topic.

14 **Topic No. 18**

15 The identity of the manufacturer of the CRT contained in each of the CRT Finished
16 Products on which Best Buy bases its claims, and an explanation of how Best Buy has made or
17 would make that identification.

18 **Objection**

19 Best Buy objects on grounds of Undue Burden, and Overbreadth. Best Buy objects to the
20 extent that the topic calls for information that Best Buy does not track or keep in the ordinary
21 course of business. Subject to and without waiving these objections, Best Buy will produce a
22 witness to testify at a general level regarding this topic.

23 **Topic No. 19**

24 Your practices, policies and procedures concerning Your market monitoring activity for
25 CRT Finished Products including, but not limited to the following: (a) Your competitive
26 intelligence activities; (b) Your use of third-party data sources and market share/data analyses;
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1 and (c) Your knowledge, use, and tracking of Your competitors pricing for CRT Finished
2 Products during the Relevant Time Period.

3 **Objection**

4 Best Buy objects on grounds of Vagueness, Undue Burden, and Overbreadth. Best Buy
5 further objects on relevance as this topic is not reasonably calculated to lead to the discovery of
6 admissible evidence. For the foregoing reasons, Best Buy will not produce a witness on this topic.

7 **Topic No. 20**

8 Best Buy's suspicions or beliefs that any manufacturer of CRTs was engaged in any
9 anticompetitive conduct relating to CRTs and the circumstances (including dates) surrounding,
10 and reasons for and sources of, such suspicions or beliefs, and any formal or informal
11 investigations conducted by Best Buy to confirm or deny such suspicions or beliefs.

12 **Objection**

13 Best Buy objects on grounds of Privilege, Work Product, Undue Burden, and
14 Overbreadth. Best Buy objects to the extent that the topic calls for information that Best Buy does
15 not track or keep in the ordinary course of business. Subject to and without waiving these
16 objections, Best Buy will produce a witness to testify at a general level regarding this topic.

17 **Topic No. 21**

18 The identification, description, date, location, source, and persons involved in all
19 statements that Best Buy read, heard, or otherwise became aware of upon which Best Buy bases
20 its contention that Defendants fraudulently concealed the alleged conspiracy from Best Buy,
21 including a description of Best Buy's reliance on any such statements.

22 **Objection**

23 Best Buy objects on grounds of Vagueness, Overbreadth, Work Product and Privilege and
24 improper contention discovery. Best Buy further objects to the extent that the topic calls for
25 information that is known to the Defendants and not Best Buy and/or that Best Buy does not track
26 or keep in the ordinary course of business. Best Buy will not produce a witness to testify on this
27 topic.
28

1 **Topic No. 22**

2 The method(s) used by Your Company to track inventory levels, link returns and sales,
3 and monitor product margins of CRT Finished Products You sold.

4 **Objection**

5 Best Buy objects on grounds of Undue Burden, and Overbreadth. Subject to and without
6 waiving these objections, Best Buy will produce a witness to testify at a general level regarding
7 this topic.

8 **Topic No. 23**

9
10 Your standards and practices with regard to tracking the purchases and sales of CRT
11 Finished Products for determining the profitability of sales, and for financial reporting purposes,
12 including the nature of the financial data available, the location of such data, and the names of
13 individuals responsible for maintaining such data.

14 **Objection**

15 Best Buy objects on grounds of Undue Burden, and Overbreadth. Best Buy objects to the
16 extent that the topic calls for information that Best Buy does not track or keep in the ordinary
17 course of business. Subject to and without waiving these objections, Best Buy will produce a
18 witness to testify at a general level regarding this topic.

19 **Topic No. 24**

20 Your policies and practices related to the retention and deletion of all Documents and data
21 (including any of Your electronic databases) related to the purchases and sales listed in Topics 6
22 and 11.

23 **Objection**

24 Best Buy objects on grounds of Undue Burden, and Overbreadth. Subject to and without
25 waiving these objections, Best Buy will produce a witness to testify at a general level regarding
26 this topic.
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1 **Topic No. 25**

2 The extent to which Best Buy passed on its costs in purchasing or acquiring CRTs or CRT
3 Finished Products to its customers, including pricing practices and timing of price increases, but
4 not including precise figures or total amounts of price margins.

5 **Objection**

6 Best Buy objects on grounds of Undue Burden, and Overbreadth. Best Buy objects to the
7 extent that the topic calls for information that Best Buy does not track or keep in the ordinary
8 course of business. Subject to and without waiving these objections, Best Buy will produce a
9 witness to testify at a general level regarding this topic.

10 **Topic No. 26**

11 The assignment of any claims asserted in the Complaint, including the identification of the
12 assignees, the identification of the assignors, the mechanism or form of said assignments, the
13 consideration received for any such assignment, and any agreements or plans for the distribution
14 of damages or settlement proceeds recovered in this action to the assignors.

15 **Objection**

16 Subject to and without waiving the General objections, Best Buy will produce a witness to
17 testify at a general level regarding this topic.

18 **Topic No. 27**

19 Best Buy's search for, production of, and all efforts to preserve any documents that are
20 potentially relevant to this or any other litigation or investigation concerning CRTs or CRT
21 Finished Products.

22 **Objection**

23 Best Buy objects on grounds of Privilege, Work Product, Undue Burden, and
24 Overbreadth. Subject to and without waiving these objections, Best Buy will produce a witness to
25 testify at a general level regarding this topic.

1 **Topic No. 28**

2 Identification, location, last known address, telephone number, and e-mail address of any
3 person having or believed to have any information regarding the foregoing topics or facts
4 underlying these topics.

5 **Objection**

6 Best Buy objects on grounds of Relevance, Undue Burden, and Overbreadth. Best Buy
7 also specifically objects to this topic on the grounds of Undue Burden because such information is
8 obtainable by less intrusive means. Best Buy believes this topic can be resolved through an
9 interrogatory or the informal exchange of information relevant to Best Buy's data production, as
10 is already occurring between the parties. For the foregoing reasons, Best Buy will not produce a
11 witness on this topic.

12 **Topic No. 29**

13 Identification, location, last known address, telephone number, and e-mail address of any
14 person having or believed to have any documents or other electronic or non-electronic files
15 regarding the foregoing topics or facts underlying these topics, including any person having or
16 believed to have information regarding each of the fields contained in such files and the means by
17 which those fields were constructed.

18 **Objection**

19 Best Buy objects on grounds of Relevance, Undue Burden, and Overbreadth. Best Buy
20 also specifically objects to this topic on the grounds of Undue Burden because such information is
21 obtainable by less intrusive means. Best Buy believes this topic can be resolved through an
22 interrogatory or the informal exchange of information relevant to Best Buy's data production, as
23 is already occurring between the parties. For the foregoing reasons, Best Buy will not produce a
24 witness on this topic.

1 DATED: April 25, 2014

ROBINS, KAPLAN, MILLER & CIRESI L.L.P.

2
3 By: /s/ David Martinez
4 Roman M. Silberfeld
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12 **MAGNOLIA HI-FI, LLC**
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EXHIBIT “G”

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IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

IN RE CATHODE RAY TUBE (CRT)
ANTITRUST LITIGATION,

BEST BUY,

Plaintiff,

v

PANASONIC,

Defendant.

Case No: 07-cv-5944-SC
MDL No 1917

**ORDER RE BEST BUY'S MOTION
FOR PROTECTIVE ORDER**

1 On June 23, 2014, the undersigned conducted a telephone conference with counsel for
2 Best Buy (David Martinez of Robbins Kaplan Miller & Ciresi, LLP) and counsel for Panasonic who was
3 also speaking for the other defendants in the above litigation (Eva Cole of Winston & Strawn, LLP).
4 The conference addressed Best Buy's motion for a protective order directed to: (1) Panasonic's FRCP
5 30(b)(6) deposition notice to Best Buy dated November 20, 2012; and (2) Interrogatory Nos 16 and 17
6 of Panasonic's Third Set of Interrogatories. As a result of the conference and pursuant to FRCP 53
7 and the order of reference herein, the undersigned directed, that the motion for protective order be
8 denied as to (1) and granted as to (2).

9 The parties' dispute arises from defendants' effort to seek discovery related to Best
10 Buy's practice of "competitive intelligence" about its competitors' pricing practices. Best Buy attacks
11 the relevance of Panasonic's discovery on this topic and, in any event, argues that this discovery is
12 precluded by the Kiefer-Stewart Co v Joseph E Seagram & Sons, Inc, 340 US 211 (1951) line of cases
13 dealing with discovery of an antitrust plaintiff's practices, including evidence of contact with
14 competitors. The undersigned rejects Best Buy's argument that this discovery is not relevant to the
15 issues herein. Discovery directed to the setting of prices for finished products charged by Best Buy
16 and other retailers could well lead to the discovery of relevant evidence concerning the extent to
17 which, if at all, alleged overcharges were passed on by Best Buy and/or by entities above Best Buy in
18 the distribution channels for products containing CRTs as well as both the fact of damages and their
19 amounts, if any.

20 More persuasively, Best Buy argues that the burden and expense of having fully to
21 answer the challenged interrogatories likely exceeds the value of the information that would be
22 produced. Interrogatory No 16, for example, asks Best Buy to identify all "executives, employees and
23 agents" who participated in so-called "competitive monitoring activity," "market share/data
24 analyses," "knowledge, use or tracking" of competitors' prices and promotions and suppliers' prices.
25 Obviously, thorough and complete responses to these questions would likely identify a great many
26 persons scattered throughout the Best Buy organization as well as Best Buy's "agents," which
27 presumably could embrace third parties that Best Buy uses to compile information of this kind.
28 Compiling thorough and complete responses to Interrogatory Nos 16 and 17 would entail a significant

1 amount of attorney time and that of Best Buy personnel, as well. Finally, Interrogatory No 16
2 contains a subpart (g) which seeks to have Best Buy identify its "executives", employees' and agents'
3 participation in any meetings with" competitors. This line of inquiry seems foreclosed by the Keifer-
4 Stewart line of cases.

5 The value of the level of detail called for by Interrogatory Nos 16 and 17 seems
6 particularly questionable when Panasonic should be able to obtain a substantially complete picture of
7 Best Buy's "competitive intelligence" practices from the Rule 30(b)(6) deponent whose deposition
8 Panasonic has noticed. To be sure, this assumes that the deponent will be truly knowledgeable,
9 having made a diligent effort to obtain a comprehensive picture of Best Buy's "competitive
10 intelligence" program. Good faith on the part of counsel and the parties herein is presumed and, it is
11 hoped, will be realized.

12 Hence, the undersigned ORDERS that Best Buy's motion for protective order be
13 GRANTED as to Interrogatory Nos 16 and 17 of Panasonic's Third Set of Interrogatories and otherwise
14 DENIED.

15
16 IT IS SO ORDERED.

17
18 Dated: June 23, 2014

19
20
21 By: _____



22 Vaughn R Walker
23 United States District Judge (Ret)
24
25
26
27
28

EXHIBIT “H”

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA

IN RE: CATHODE RAY TUBE (CRT)
ANTITRUST LITIGATION

) MDL No. 1917

) Case No. C-07-5944-SC

This Order Relates To:

Best Buy Co., Inc., et al. v.
Hitachi, Ltd., et al., No. 11-cv-
05513-SC;

) ORDER DENYING BEST BUY'S
) OBJECTIONS TO THE SPECIAL
) MASTER'S ORDER GRANTING IN
) PART AND DENYING IN PART
) MOTION FOR PROTECTIVE ORDER

Best Buy Co., Inc., et al. v.
Technicolor SA, et al., No. 13-cv-
05264-SC

I. INTRODUCTION

Now before the Court is Direct Action Plaintiffs ("DAPs") the Best Buy entities'¹ ("Best Buy") objection to the Special Master's² Order ("Order") granting in part and denying in part Best Buy's motion for protective order. ECF No. 2689 ("Objection") (filed

¹ The Best Buy entities are Best Buy Co, Inc., Best Buy Purchasing LLC, Best Buy Enterprise Services, Inc., Best Buy Stores, L.P., BestBuy.Com, LLC, and Magnolia Hi-Fi, LLC. ECF No. 2689 ("Objection") at 1 n.1.

² On December 17, 2013 the Court appointed the Honorable Vaughn R. Walker, United States District Judge (Retired), as a Special Master to assist the Court with discovery matters. ECF No. 2272.

under seal).³ Defendants oppose Best Buy's objection, and argue the Court should deny the objection and affirm the Special Master's order. ECF No. 2685 ("Response"). Although Best Buy requests the Court order a hearing and set a briefing schedule as permitted by Local Rule 72-2, the Court finds neither is necessary. See Civ. L.R. 72-2 ("Unless otherwise ordered by the assigned District Judge, no response need be filed and no hearing will be held concerning the motion. The District Judge may deny the motion by written order at any time"). As a result, Best Buy's objection is ripe for disposition without oral argument. Civ. L.R. 7-1(b). As set forth below, the Court AFFIRMS the Special Master and DENIES the objection.

II. BACKGROUND

The parties are familiar with the factual and procedural background of the case, so an exhaustive review is unnecessary. The facts relevant to the motion are set forth below. Defendants are allegedly manufacturers of cathode ray tubes ("CRTs") and, in some cases, of finished products as well. Best Buy, along with the other DAPs, alleges that Defendants conspired to fix prices for CRTs. The DAPs do not allege that Defendants conspired to fix the

³ Best Buy previously filed an objection to the Special Master's order that exceeded the five page limit under Civil Local Rule 72-2. ECF No. 2677. After Defendants pointed out the issue, Best Buy filed an amended version. ECF No. 2689. The Court's order appointing the discovery master sets forth the procedure for objections to the Special Master's orders and incorporates the procedures (including page limits) contained in Civil Local Rule 72-2. ECF No. 2272, at 4-5. Accordingly, Best Buy's earlier objection is STRICKEN except for the accompanying Declaration of David Martinez and exhibits containing the record necessary for the Court's review of the Special Master's order. ECF No. 2677-1 (filed under seal).

1 prices of products containing CRTs. Each DAP alleges that it
2 bought at least one CRT product from a defendant or an entity owned
3 or operated by a defendant.

4 On May 16, 2014, Best Buy filed a motion for a protective
5 order barring discovery into Best Buy's competitive intelligence
6 practices before the Special Master. ECF No. 2677-1 ("Martinez
7 Decl.") Ex. 1 ("Mot.") at 1 (filed under seal). The competitive
8 intelligence practices are a part of Best Buy's broader price match
9 guarantee program, by which Best Buy agrees to match any lower
10 prices offered by their competitors. Mot. at 2. These practices
11 amount to: (1) contacting competitors to confirm customers'
12 pricing, (2) monitoring competitor advertisements and other records
13 publicly displaying pricing information, and (3) subscribing to
14 industry analyst reports and attending analyst calls. Id.

15 Defendants seek two forms of discovery into Best Buy's
16 competitive intelligence practices. First, they seek to depose
17 Best Buy's Rule 30(b)(6) designee regarding Best Buy's:

18 [P]ractices, policies and procedures concerning Your
19 market monitoring activities for CRT Finished Products
20 including, but not limited to the following: (a) Your
21 competitive intelligence activities; (b) Your use of
22 third-party data sources and market share/data analyses;
23 and (c) Your knowledge, use and tracking of Your
24 competitor's [sic] pricing for CRT Finished Products
25 during the Relevant Time Period

26 Objection at 2-3. Second, Defendants propounded two
27 interrogatories also seeking information regarding the competitive
28 intelligence practices, including (1) the participation of Best
Buy's executives in the competitive intelligence practices or other
market monitoring activities, and (2) Best Buy's "executives",

1 employees', or agents' participation in any meetings with [Best
2 Buy's] competitors." Id. at 3.

3 In the briefing before the Special Master, Best Buy argued
4 that the information sought in these requests was irrelevant under
5 Supreme Court precedent and subsequent case law, and, even if
6 relevant, the burden of ordering discovery outweighed any potential
7 benefit. Mot. at 4-9. Defendants disagreed, arguing that the
8 information sought was both relevant and discoverable. Martinez
9 Decl. Ex. 2 ("Opp'n") at 2 (filed under seal). After a telephone
10 conference on June 23, 2014 at which both Best Buy and Defendants'
11 counsel were heard, the Special Master issued an order denying Best
12 Buy's motion as to the Rule 30(b)(6) deposition and granting a
13 protective order as to the interrogatories. On July 7, 2014, Best
14 Buy filed an objection with the Court seeking review of the Special
15 Master's order. ECF No. 2677.

16

17 **III. LEGAL STANDARDS**

18 **A. Review of Orders by the Special Master**

19 The Court reviews the Special Master's factual findings for
20 clear error, his legal conclusions de novo, and his procedural
21 decisions for abuse of discretion. Fed. R. Civ. P. 53(f)(3)-(5);
22 ECF No. 302 (appointing the initial special master).

23 **B. Motion for Protective Order**

24 Federal Rule of Civil Procedure 26(c) permits the Court, upon
25 a showing of good cause, to "issue an order to protect a party or
26 person from annoyance, embarrassment, oppression, or undue burden
27 or expense." The Court must undertake a two-step inquiry in
28 deciding whether the information sought is discoverable. First,

1 the Court must determine if the material sought is "relevant to any
2 party's claim or defense." Id. at (b)(1). Such evidence need not
3 be clearly admissible at trial so long as the request is
4 "reasonably calculated to lead to the discovery of admissible
5 evidence." Id. Second, the Court must weigh the burden of the
6 discovery sought against its likely benefit. Id. at
7 (b)(2)(C)(iii).

8 9 **IV. DISCUSSION**

10 While Best Buy's objection dices the issues differently, their
11 objection challenges the Special Master's answers to two key
12 questions. First, is evidence of how Best Buy's competitive
13 intelligence practices function relevant, particularly given the
14 Supreme Court's decision in Kiefer-Stewart Co. v. Joseph E. Seagram
15 & Sons, Inc., 340 U.S. 211 (1951) and subsequent case law? Second,
16 if such evidence is relevant, does the burden of discovery outweigh
17 its likely benefit? The Court reviews the Special Master's
18 decisions on both questions de novo.

19 **A. Relevance of the Competitive Intelligence Program**

20 First, Best Buy argues, citing the Supreme Court's decision in
21 Kiefer-Stewart and subsequent cases, that the evidence sought is
22 irrelevant because "[i]t is black letter law that evidence of an
23 antitrust plaintiff's own conduct is irrelevant and cannot excuse
24 the defendants' conspiratorial conduct." Mot. at 5 (citing Perma
25 Life Mufflers v. Int'l Parts Corp., 392 U.S. 134, 139-40 (1968);
26 Kiefer-Stewart, 340 U.S. at 214, overruled on other grounds,
27 Copperweld Corp. v. Independence Tube Corp., 467 U.S. 752, 781-82
28 (1984); Memorex Corp. v. IBM Corp., 555 F.2d 1379, 1381-82 (9th

1 Cir. 1977); Wilk v. Am. Med. Ass'n, 719 F.2d 207, 232 (7th Cir.
2 1983)). Anticipating some of Defendants' arguments in opposition,
3 Best Buy cites cases from other district courts rejecting several
4 arguments as to the relevance of a plaintiff's communications with
5 third parties or sales practices. See, e.g., In re Polyester
6 Staple Antitrust Litig., No. 3:03CV1516, 2005 WL 6457181, at *4
7 (W.D.N.C. May 9, 2005) (rejecting relevance argument based on the
8 need to "rebut any inference that communication amongst competitors
9 necessarily means the parties are engaging in an illegal
10 conspiracy"); In re Auto. Refinishing Paint Antitrust Litig., No.
11 MDL 1426, 2006 WL 1479819, at *8 (E.D. Pa. May 26, 2006) (casting
12 aside the contention that discovery might show, inter alia, the
13 highly competitive nature of the relevant industry, and the prices
14 that "Defendants may have charged in a 'but for' world"); In re
15 Aspartame Antitrust Litig., No. 2:06-CV-1732-LDD, 2008 WL 2275528,
16 at *4 (E.D. Pa. Apr. 8, 2008) (denying a motion to compel as to
17 plaintiffs' communications with third parties despite the argument
18 such communications were relevant to show "buying power, market
19 position and demand elasticity"). Finally, Best Buy argues that
20 the policy concerns underlying the antitrust laws would be
21 undermined by permitting discovery into downstream activities.
22 Mot. at 7 (citing Meijer, Inc. v. Abbott Labs., 251 F.R.D. 431,
23 433-34 (N.D. Cal. 2008)).

24 In opposition, Defendants offer three reasons why the
25 discovery they seek is relevant. First, Defendants argue that
26 discovery into the competitive intelligence program is relevant
27 because it shows how Best Buy and their competitors priced their
28 products. Opp'n at 2. This is likely to lead to the discovery of

1 admissible evidence here, Defendants contend, because the indirect
2 purchaser plaintiffs ("IPPs") claim that Best Buy and other
3 retailers passed on 100 percent of the conspiratorial CRT
4 overcharges and because Best Buy is likely to be an important
5 third-party witness in the IPPs' case. Id. Second, Defendants
6 claim that discovery into the competitive intelligence program is
7 relevant to Best Buy's ability to show injury-in-fact. Id. at 10-
8 11. Finally, Defendants contend that the discovery sought is
9 relevant as it will enable them to rebut charges by Best Buy (or
10 other plaintiffs) that competitor contacts and price monitoring is
11 indicative of a conspiracy. Id. at 11-13. In support of these
12 arguments Defendants rely principally on two cases. First, they
13 cite to Judge Illston's orders, also involving Best Buy's
14 competitive intelligence practices, in the In re TFT-LCD Flat Panel
15 Antitrust Litigation, No. 07-MD-1827 (N.D. Cal.). In the TFT
16 cases, Best Buy submitted to discovery on their competitive
17 intelligence practices, the Court denied a motion in limine to
18 exclude evidence obtained regarding those practices, and the
19 evidence was admitted in both the direct purchaser trial and
20 individual opt-out trials. Opp'n at 11-12, n.38 (citing 07-MD-1827
21 (N.D. Cal.) ECF Nos. 5776, 8298). Second, Defendants argue that In
22 re Urethane Antitrust Litigation, No. 04-MD-1616-JWL, 2010 WL
23 5287675 (D. Kan. Dec. 17, 2010) is "precisely on point." Opp'n at
24 12. In Urethane, the Magistrate Judge granted a motion to compel
25 responses to discovery requests seeking information related to
26 plaintiffs' communications with competitors, finding that the
27 information sought was potentially relevant to "refute plaintiffs'
28 claims that similar conduct by defendants is indicative of

1 collusion." Id. at *5; see also In re Urethane Antitrust Litig.,
2 No. 04-1616-JWL, 2011 WL 1327988, at *5-6 (D. Kan. Apr. 5, 2011)
3 (affirming the Magistrate's decision).

4 In his order, the Special Master rejected Best Buy's argument
5 that the discovery sought was irrelevant. Specifically, the
6 Special Master found that:

7 Discovery directed to the settling of prices for finished
8 products charged by Best Buy and other retailers could
9 well lead to discovery of relevant evidence concerning
10 the extent to which, if at all, alleged overcharges were
11 passed on by Best Buy and/or by entities above Best Buy
12 in the distribution channels for products containing CRTs
13 as well as both the fact of damages and their amounts, if
14 any.

15 Order at 1. In doing so, the Special Master disagreed with Best
16 Buy's reliance on Kiefer-Stewart and other cases discussing
17 discovery into an antitrust plaintiff's practices and competitor
18 contacts. Id. Nonetheless, the Special Master did remark that
19 subpart (g) of Interrogatory No. 16, which requests Best Buy
20 identify its "executives", employees' and agents' participation in
21 any meetings with" competitors, "seems foreclosed by the Keifer-
22 Stewart line of cases." Id. at 2.

23 The Court agrees with the Special Master in every relevant
24 respect.⁴ Here, the discovery sought is relevant for three

25 ⁴ The Court does question the Special Master's conclusion that the
26 type of inquiry in Interrogatory No. 16(g) would be barred by the
27 Kiefer-Stewart line of cases. The Court would agree with this view
28 were it to find, as it seems the Special Master did, that discovery
into Best Buy's competitive intelligence practices is relevant only
as to the issues of pass-through and damages. However the Court
goes a step further than the Special Master and finds that the
discovery sought by Defendants is also relevant to rebut any
charges that competitive contacts and price monitoring are
circumstantial evidence of an illegal conspiracy. See Urethane,
2011 WL 1327988, at *6. Nonetheless, as discussed infra, the Court
concurs with the Special Master's weighing of the burdens and
benefits of Defendant's interrogatories. Therefore, the Special

1 reasons.

2 First, the Court concurs with the Special Master's conclusion
3 that Kiefer-Stewart and its progeny do not bar all discovery into
4 an antitrust plaintiff's activities. Specifically, Kiefer-Stewart
5 concluded that antitrust violations by a plaintiff cannot immunize
6 defendants from liability for their own violations. 340 U.S. at
7 214. While the subsequent cases cited by Best Buy apply various
8 aspects of that principle to the discovery context, Best Buy has
9 not offered any support for the blanket contention that an
10 antitrust plaintiff's activities are always irrelevant and outside
11 the scope of discovery. To the contrary, as one of Best Buy's
12 cases concluded, information about plaintiffs' activities is
13 relevant in cases, such as this one, where the amount of any pass-
14 through to indirect purchasers is likely to be an issue. See,
15 e.g., Polyester Staple, 2005 WL 6457181, at *4-5 (concluding that
16 discovery into downstream activities by plaintiffs was potentially
17 relevant to the amount of any pass-through). Simply because
18 Defendants cannot claim that Best Buy's activities immunize them
19 from liability does not mean the information sought cannot be
20 relevant for other purposes.

21 Second, and relatedly, Best Buy's argument that "the policy
22 precluding discovery into an antitrust plaintiff's conduct bars
23 Defendants' discovery irrespective of any relevance" also fails.
24 Objection at 4. It may be true that the policy underlying the
25 antitrust laws militates against permitting broad discovery against
26 antitrust plaintiffs where, for instance, the discovery sought

27
28 Master's decision granting in part and denying in part the motion
need not be disturbed.

1 would simply enable the defendant to shift attention away from an
2 otherwise illegal and actionable scheme or assert an improper pass-
3 on defense. However such a policy is not implicated in this case.
4 Unlike the situation at issue in the cases cited by Best Buy, here
5 discovery about the downstream pricing activities of Best Buy is
6 not being sought to allege a price fixing conspiracy by Best Buy.
7 Accordingly, permitting discovery here does not run the risk of
8 chilling private enforcement of the antitrust laws, as in the cases
9 offered by Best Buy. See, e.g., Perma Life Mufflers, 392 U.S. at
10 139-40; Meijer, 251 F.R.D. at 433-34. Instead, Defendants are
11 seeking the instant discovery because it is directly relevant to
12 the question of how, and in what amount, any potential overcharges
13 were passed through to other plaintiffs.

14 Best Buy dedicates much of its reply brief and objection to
15 two remaining points. First, Best Buy contends that discovery into
16 the results of the competitive intelligence practices, which they
17 concede might be relevant, would simply be duplicative given the
18 extent of previous discovery on pass-through. Second, Best Buy
19 argues that the court should distinguish between this allegedly
20 completed discovery on pass-through and discovery into "how Best
21 Buy obtained competitor information," which they argue is wholly
22 irrelevant. The Court is unmoved. First, Best Buy's complaints
23 about having already submitted to discovery into its pricing
24 practices and their relevance to the pass-through issue go to the
25 Court's weighing of the benefits and burdens of discovery -- not to
26 the relevance issue. Second, even if the distinction between the
27 pass-through itself and "how" the competitive intelligence program
28 works were a meaningful one, that distinction would only undermine

1 Defendants' arguments as to pass-through and damages. Evidence of
2 how the competitive intelligence program operates might still be
3 admissible (or at least lead to the discovery of admissible
4 evidence) at trial to rebut allegations that competitor contacts
5 and price monitoring are indicative of the existence of a
6 conspiracy as they were in TFT. See also Urethane, 2011 WL
7 1327988, at *6.

8 As a result the Court concurs with the Special Master's
9 findings as to the relevance of the discovery sought here. The
10 discovery sought by Defendants is relevant to the issues of pass-
11 through, injury, and to rebut any argument that competitor
12 communications and price monitoring are indicative of an improper
13 conspiracy.

14 **B. Weighing the Burdens and Benefits of Discovery**

15 Next, the Court must weigh the burden of discovery against its
16 likely benefits. Fed. R. Civ. P. 26(b)(2)(C)(iii). In doing so,
17 the Court considers "the needs of the case, the amount in
18 controversy, the parties' resources, the importance of the issues
19 at stake in the action, and the importance of discovery in
20 resolving those issues." Id.

21 In Best Buy's briefing before the Special Master, it argued
22 that because it has already submitted to prior discovery on the
23 issue of pass-through and competitive contacts, the burden of
24 discovery is greater than its likely benefit. Specifically, Best
25 Buy points to a 2012 document production and prior 30(b)(6)
26 deposition involving information relevant to Best Buy's pricing and
27 "the competitive landscape," as rendering the current requests
28 duplicative and burdensome. Mot. at 2-3. Further, they complain

1 that the 30(b)(6) deposition at issue involves 26 topics, including
2 "dozens of sub-topics." Id. at 9. Defendants counter, noting the
3 enormous financial stakes in this case, and contending that Best
4 Buy mischaracterized the extent of discovery already taken in this
5 case. Opp'n at 2-3, 14. Specifically, they note that "[t]here is
6 nothing extraordinary or burdensome about requiring a corporate
7 plaintiff to submit to a deposition, even if it involves multiple
8 days or deponents, particularly where, as here, a discovery
9 protocol explicitly allows just such a scenario." Id. at 14.
10 Furthermore, Best Buy complains that in the time since the Special
11 Master's order, Defendants have noticed four more depositions which
12 they apparently intend to take between now and September 5, 2014.
13 Objection at 3.

14 The Special Master concluded that while the burden of
15 responding to Defendants' interrogatories outweighed the benefits,
16 the same was not true with regard to the 30(b)(6) deposition. The
17 Court agrees. First, and most importantly, as the Court has
18 already concluded, the discovery sought here is relevant and
19 important not just to parties' claims or defenses, but to one of
20 the most central remaining issues in the litigation -- the question
21 of pass-through. Given the centrality of this issue to the case,
22 the Court is loath to deny discovery on the issue to any party.
23 Second, as mentioned above, the amount in controversy in this case
24 is enormous, and, as in any complex multidistrict litigation, the
25 parties have all submitted to and propounded extensive discovery.
26 Third, the parties are all sophisticated, well-advised by able (and
27 expensive) lawyers, and certainly not lacking in resources.

28 Finally, additional factors convince the Court that the

1 Special Master appropriately weighed the burden of discovery.
2 First, the objected deposition topic on the competitive
3 intelligence program is only one of 26 topics to be covered at the
4 30(b)(6) deposition -- the remainder of which Best Buy does not
5 object to. Furthermore, as Defendants state (and Best Buy does not
6 dispute), the parties understood that Defendants would take further
7 30(b)(6) deposition testimony once Best Buy completed document
8 discovery. Particularly when compared to the level of detail
9 required by Interrogatories Nos. 16 and 17, examination on this
10 issue in a 30(b)(6) deposition would entail significantly less
11 expenditure of time, money, and effort. Further militating in
12 favor of the deposition and against the interrogatories, the Court
13 shares the Special Master's concern that requiring answers to the
14 interrogatories may require Best Buy to go through a lengthy and
15 expensive process of reviewing its competitive intelligence
16 program's records to identify what may well be a large number of
17 individuals who participated in the program. It seems unlikely
18 that this inquiry, if completed would lead to the discovery of
19 significant evidence above that gained in the 30(b)(6) deposition.

20 **IV. CONCLUSION**

21 As a result, the Court AFFIRMS the Special Master's order
22 granting in part and denying in part Best Buy's motion for a
23 protective order and DENIES Best Buy's objection.

24
25 IT IS SO ORDERED.

26
27 Dated: July 28, 2014



UNITED STATES DISTRICT JUDGE